



FINANCE DEPARTMENT

Roy E. McCampbell
Comptroller

CLERK
Frank A. Pasquale

CLERK
Lena M. Moreland

TRUSTEES
Michael J. Ciavattone
Annie N. Delgado

Edward S. Lezza, Jr.
Phylistine Murphy

Ronald Nightengale
M.C. Robinson

LETTER OF INTENT

August 24, 2006

Bob Miller
Customer Service Manager
AT & T 9-1-1 Operations
4918 W. 95th Street
Floor 2
Oak Lawn, Illinois, 60453

Dear Mr. Miller:

This letter is to confirm our intent to modify an Enhanced 9-1-1 System. The selective routing feature for the enhanced 9-1-1 system will be provided by the local exchange carrier(s). We assume, unless otherwise notified, that the 9-1-1 System will be modified and in operation by March 1, 2005. Public phones under your jurisdiction will also be posted and operational with 9-1-1 coin free dialing.

Enclosed is your copy of our application to the Illinois Commerce Commission for approval for modifying 9-1-1 service. Thank you for your attention to this matter.

Sincerely,

Domenic Conversa
ETSB Chairman

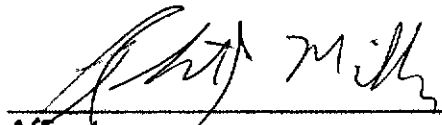
enclosure: Application for modifying 9-1-1 Service

**TELECOMMUNICATIONS CARRIER
AFFIDAVIT**


I, Robert Miller, being duly sworn upon oath, depose and state I am Customer Service Manager for A T & T that I have knowledge pertaining to the instruments hereafter described and that the facts set forth in the following instruments are true and correct:

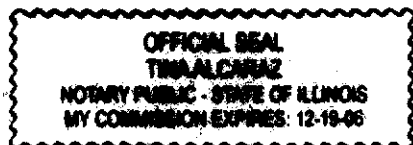
1. A T & T will not activate the modified 9-1-1 system with database error ration greater than 1 %.

Further Affiant Sayeth Not


Affiant

Subscribed and sworn to before me this 28th day of August, 2006


Notary Public



9-1-1 GENERAL INFORMATION

Current Date: August 24, 2006

Proposed Operational Date: September 1, 2006

Submitted by: Village of Bellwood

_____ Final Plan

XXXXXXX Modification of an Existing System---ICC Docket Number 93-0438

Total Population Served: 20, 535

Total Access Lines: 7,000

Total Land Area Covered in Square Miles: 2.5 square miles

PSAP 9-1-1 SYSTEM LIAISON TO THE COMMISSION: (No Consultants)

Name: Richard Swanson

Title: Executive Director

Street Address: 395 West Lake Street

City, State, Zip Code: Elmhurst, Illinois, 60131

Telephone: (630) 530-2991

Alternate Telephone Number: (630) 347-9031

COMMUNITIES SERVED

A list of all communities to be served by the proposed 9-1-1 System. Please include the name of community and official mailing address including street address, city and zip code.

USE ADDITIONAL SHEETS AS NECESSARY

[illegible]

Narrative

The modification that is being requested herein is based upon the fact that the Village of Bellwood has entered into a contractual agreement with Norcomm Public Safety Communications, Inc. (hereafter as Norcomm) to combine its existing E911 Public Safety Answering Points (hereafter as PSAP). The Village of Bellwood is currently operating a PSAP under the previously granted authority of the Illinois Commerce Commission, Docket number: 93-0438. The physical location of the Norcomm dispatch facility is 2600 Manheim Road, Franklin Park, Illinois 60131. Specifically, the Norcomm dispatch facility is located in the first subterranean level of Leyden Fire Protection Station. This dispatch center currently provides E911 call handling and emergency communications for the following agencies:

- Addison Fire Protection District
 - Fire
 - Emergency Medical Services
- Stone Park Fire Department
 - Fire
 - Emergency Medical Services
- Northlake Fire Protection District
 - Fire
 - Emergency Medical Services
- Leyden Fire Protection District
 - Fire
 - Emergency Medical Services
- Beach Park Fire Protection District
 - Fire
 - Emergency Medical Services

The Village of Bellwood ETSB will continue to maintain control over any E911 surcharge money and is simply requesting the contract their dispatching services to Norcomm as a member agency. The contractual agreement between Norcomm and the Village of Bellwood contains a ninety (90) day cancellation clause in Section 6.4. However; this clause further specifies that Norcomm will continue to provide listed services until a replacement provider has been "selected and is in place".

The primary change will be reflected at the current PSAP for the Village of Bellwood. This PSAP will move from the existing location of 3200 Washington Blvd, Bellwood to the Norcomm facility at 2600 N. Manheim Road, Franklin Park.

The Norcomm facility was constructed in concert with the new Leyden Fire Protection District station at the same location in 2005. The dispatch center is located completely below ground without visible advertisement as to its operation. The facility is secured from outside access by no less than two barriers at all times and is completely self sufficient from the Fire Station above. Norcomm purchased all new equipment for the operation of the center with appropriate considerations for rapid growth. The new equipment purchased for this center includes, but is not limited to: premium ergonomic consoles, Motorola MCC5500 radio control systems, CML E911 selective router, Sentinel instant recall recorders, DVD voice logging recorders, InterAct CAD system, Norstar PBX and a GPS controlled net clock. Prior to the instantiation of operations for the Village of Bellwood, the Norcomm dispatch facility has a total of eight (8) operator positions. Three (3) positions are currently staffed (24/7/365) by two Telecommunication Operators and a Supervisor. The inclusion of Bellwood into the facility will result in Five (5) positions staffed (24/7/365). This will result in three (3) additional operator positions to accommodate the addition of future member agencies.

The local exchange carrier (hereafter as LEC) for the Village of Bellwood is AT&T. Norcomm will continue to utilize the automatic number identification (ANI) and automatic location identification (ALI) from AT&T. The ANI/ALI database will also be supplied by the LEC and shall be updated on a daily basis. AT&T is currently providing services to the Norcomm dispatch facility as a LEC. The services provided have been outlined in Exhibit 5 of this document.

The E911 system will provide police, fire, and emergency medical services for all the residents and occupants of the Village of Bellwood. Fire and emergency medical services will continue to be provided by the Bellwood Fire Department. The existing master street and address guides (hereafter as MSAG) will continue to be utilized by Norcomm. All residents and occupants within the boundaries of the Village of Bellwood will have unfettered access to the E911 system.

The architecture of the E911 system will direct all calls to the Norcomm facility that fall into the Selective Routing Tables for the Village of Bellwood. This will include both wireline and wireless 9-1-1 trunk circuits. The current selective router for the Village of Bellwood is located at the LEC facility in Elk Grove Village. Norcomm will be the recipient of all requests for emergency services provided by the Bellwood Police Department and Bellwood Fire Department. The center is staffed 24 hours per day without exception. Calls for emergency services will be process through a state of the art emergency call handling system, voice recording system, radio transmission system, and CAD resource system.

All eight (8) operator positions at the Norcomm facility and the Director's office have ANI/ALI capabilities. In addition, all positions and the Director's office have TTY services provided in the form of text messaging from the CML 9-1-1 controller. The supervisor or Director may "take-over" any emergency or TTY call from their current operating positions. This procedure is seamless to the calling party regardless of communication method used (voice vs. TTY). The entire center is located below grade and operates an independent electrical supply which will supply the facilities operations for not less than eight (8) hours without outside supply. In addition, the center has engaged two autonomous backup sources of electrical feed. Access to the center requires passing through a minimum of two electronically or key controlled security doors. The final access into the center is only granted by personnel within the center after visually verifying the individual's identity. No person may enter the facility without prior authorization. This includes visiting dignitaries and equipment vendors who are escorted at all times within the facility. No glass or other penetrations exist between the center and the outside. The ANI/ALI controller and all other infrastructure equipment are located in the locked room within a locked cage. Access to this room is restricted specifically to individually authorized technical personnel.

Telecommunications operators will enter the call information into a call management or CAD system. The CAD system will validate the caller / incident location and display recommended response units, prior calls at location, known hazards, and any other appropriate information. The unit assignment will then be transmitted to the responding agencies via radio frequency, telecommunications circuit, or mobile data terminal.

All adjacent agencies that border the geographical limitations of the Village of Bellwood have been contacted about the proposed system. These agencies are listed within Exhibit 4 of this document.

Norcomm will maintain the current ability to transfer any misdirected E911 calls to adjacent agencies through the use of a Flash Transfer system. This system will forward ANI/ALI information to the receiving agency. Norcomm will gather critical information from the caller, including but not limited to call back information, prior to initiating the call transfer to ensure

appropriate response is completed. Radio communications with adjacent agencies is also currently in place at the Norcomm facility.

The Franklin Park Police Department PSAP (enhanced) will continue to operate as the backup and overflow PSAP for the Village of Bellwood 9-1-1 trunks. Emergency radio communications will continue to be provided from the Norcomm center if it is able to do so. In the event radio communications are not able to continue from the Norcomm facility, the Westchester Police Department communication center will provide backup services. The LEC has provided this architecture in Exhibit 5 of this document.

Upon transfer of 9-1-1 services from the Village of Bellwood to Norcomm, the existing communication center located at the Bellwood Police Department will be converted into a non-emergency communications facility. This will include the monitoring of the Bellwood CCTV system, 3-1-1 requests for service, and Village of Bellwood governmental services radio communications (public works, animal control, etc.) All personnel operating within this facility will be Telecommunications Operators whom have met or exceeded the training standards as set forth within the Illinois Administrative Code Section 83 Part 725. Proof of training is retained on file with the Director of Communication.

All Telecommunication Operations providing police services at Norcomm are trained and certified by ICJIS in the operation of the LEADS / NCIC systems. Proof of certification is retained on file with the Director of Communications. Operations training is provided to each Telecommunication Operator via an in-house adaptation of the PowerPhone™ training syllabus to meet or exceed the standards as defined within the Illinois Administrative Code Section 83 Part 725. Proof of training is retained on file with the Director of Communications.

The Norcomm Standard Operating Procedures (SOP) document states that callbox failures will result in the immediate transportation of a Telecommunication Operator to the LEC Central Office facility associated with the point of failure. For the Village of Bellwood the LEC is AT&T and the Central Office is identified as Bellwood of CO ID: BLWD.

Funding for the operation is provided by the member agencies allocated by each participant in the system. These funds may be a combination of general revenue funds and monies collected by the associated ETSBs from their wireline and wireless E911 surcharges. For CY 2004 budget the Village of Bellwood received a total of \$197,520 in E 911 Revenue (\$118,350 E911 Surcharge and \$79,170.00 wireless revenue). For CY 2005 Budget year the Village of Bellwood received a total of \$182,875 (\$102,188 E911 Surcharge and \$80,687 wireless revenue). We are projecting for CY 2006 we are projecting a total of \$165,000 in E 911 revenue (\$85,000 E911 Surcharge and \$80,000 wireless). This is balanced against an operating cost of the current 911 center of \$1.1 Million. The moneys received as noted above have only been used for paying of current telephone lines and salary of operators.

Public education in the proper use of E911 will continue to be provided by the member agencies. In addition, Norcomm may provide supplemental resources to inform the public in the proper use of E911. This may include, but is not limited to, public service announcements, printed materials, newsletters, public speaking engagements, and public notices.

Exhibit 3

SYSTEM PARTICIPANTS

A list of system participants showing the 9-1-1 land area(s) in square miles and estimated population which will have access to the proposed 9-1-1 System. Do not forget to include County Sheriff's jurisdiction and Illinois State Police Districts. Each agency that appears on this list should also be shown on the maps and should also have signed a call handling agreement. ***NOTE: - Please provide Exhibit 3 on diskette, if possible.**

(USE ADDITIONAL SHEETS AS NECESSARY)					Check Appropriate Box		
System Participants	Street Address, City, Zip Code	Administrative Telephone No.	Population	Land Area	Dispatch	Transfer	Call Relay
Bellwood Police Department	3200 Washington Blvd, Bellwood, IL. 60104	(708) 547-3545	20,535	2.4 sq miles	YES		
Bellwood Fire Department	3200 Washington Blvd, Bellwood, IL. 60104	(708) 547-3525	20,535	2.4 sq miles	YES		
Addison Fire Protection District	10 S. Addison Road, Addison, IL. 60101	(630) 628-3100	36,811	9.4 sq miles	YES		
Addison Police Department	3 Friendship Plaza, Addison, IL 60101	(630) 543-3080	36,811	9.4 sq miles		YES	
Northlake Fire Department	118 E. Parkview Drive, Northlake, IL. 60164	(708) 343-8700	11,878	3.0 sq miles	YES		
Northlake Police Department	55 E. North Avenue, Northlake, IL. 60164	(708) 343-8700	11,878	3.0 sq miles		YES	
Leyden Fire Protection District	2600 N. Mannheim Road, Franklin Park, IL. 60131	(847) 455-0180	29,861	10.1 sq miles	YES		
Stone Park Fire Department	1745 N. 35th Avenue, Stone Park, IL. 60165	(708) 450-3217	5,127	0.3 sq miles	YES		
Stone Park Police Department	1629 Mannheim Road, Stone Park, IL. 60165	(708) 450-3215	5,127	0.3 sq miles		YES	
Beach Park Fire Protection District	3233 North Lewis Avenue, Beach Park, IL. 60087	(847) 662-2642	10,072	6.4 sq miles	YES		
Zion Police Department	2101 Salem Road, Zion, IL. 60099	(847) 872-8000	22,866	8.2 sq miles		YES	
Cook County Sheriffs Department	9511 W. Harrison, Des Paines, IL. 60016	(847) 294-4744				YES	
Illinois State Police	536 N. Harlem Avenue, River Forest, IL. 60016	(708) 771-1000				YES	
DuPage County Sheriffs Department	501 N. County Farm Road, Wheaton, IL. 60181	(630) 407-2400				YES	

Exhibit 4

ADJACENT AGENCY LIST

A list of public safety agency and existing 9-1-1 Systems adjacent to the proposed system boundaries, their address(es) and telephone number(s). Each agency that appears on this list should also be shown on the map(s) and should have signed a call handling agreement. ***NOTE: Please provide Exhibit 4 on diskette, if possible.**

[illegible]



NORCOMM PSAP
Bellwood
Cutover 9-1-06
7,000 Lines
Melrose Park
Cutover 10-1-06
11,000 Lines

BELLWOOD DS0

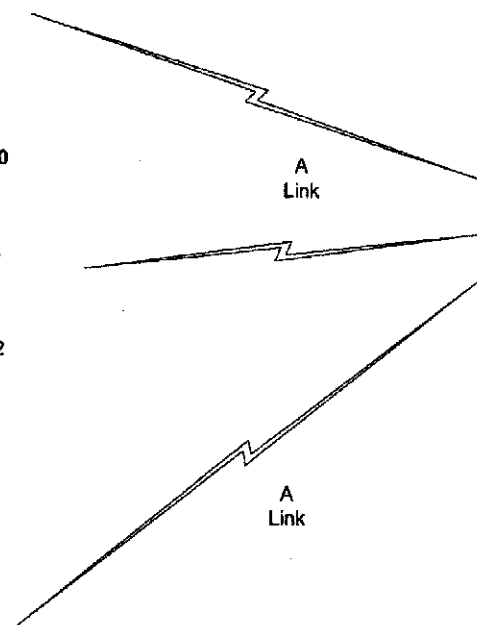
SBC - 7
AT&T - 8
AT&T/Teleport - 4
Cbeyond - 2
Cimco - 2
Focal - 8
Frontier - 4
Global Com - 2
Mpower - 2
McLeod - 4
Paetec - 2
WorldCom - 4
XO - 2

RIVER GROVE DS0

SBC - 6
AT&T - 4
Allegiance - 4
Cbeyond - 2
FOCAL - 6
Frontier - 4
GlobalCom - 2
Level3 - 2
McLeod - 4
Mpower - 2
Paetec - 2
WorldCom - 2
XO - 2

HILLSIDE DS0

SBC - 5
AT&T - 8
AT&T/Teleport - 4
Cbeyond - 2
Cimco - 2
Focal - 8
Frontier - 4
Global Com - 2
Mpower - 2
McLeod - 4
Paetec - 2
WorldCom - 4
XO - 2

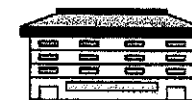


Elk Grove Router

9-1-1 Trunks
B Links

(5) Wireline Trunks
7EMNC130056 7EMNC 130161
7EMNC 137635 7EMNC 146224
7EMNC 155166
5CSNC 158268 Make Busy

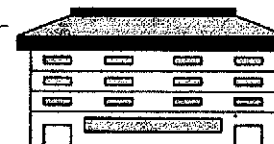
(2) Wireless Trunks
7EMNC 002961 7EMNC 037057
5CSNC 022230 Make Busy



Westchester PSAP
Bellwood Backup



Franklin Park PSAP
Melrose Park Backup



NORCOMM PSAP
2600 N. Mannheim Rd.
Franklin Park

FDDZ-722268-Southfield
FDDZ-722267-Northbrook



SBC ALI Database

Exhibit 10

QUESTIONNAIRE

	YES	NO
1) Do you agree to abide by all rules as prescribed by the 9-1-1 Act and Illinois Administrative Code 725?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Will 9-1-1 be the primary published emergency telephone number within the area served by system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Will automatic dialing type alarms be permitted on 9-1-1 lines?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Will the PSAP have a designated overflow answering station that can be utilized if the call volume exceed that which the telecommunicator on duty is able to handle?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5) Will the PSAP have an emergency power source?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
What type? <u>SEE . NARRATIVE</u>		
6) Does the system have an Emergency Telephone System Board appointed as prescribed by the Emergency Telephone System Act?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7) Will management develop and write "Standard Operating Procedures" for PSAP personnel concerning the call handling agreements and the requirements of 83 Illinois Administrative Code 725?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8) If applicable, will PSAP management, prior to activating the system, establish written procedures for all tracing with all the telephone companies involved in the system? Not Applicable	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9) Will PSAP management, prior to activating the system, establish written procedures for the repair of equipment and restoration of services?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10) Will PSAP management develop procedures for providing 9-1-1 service in the event that critical functions of the PSAP are partially disable due to natural or man-made disaster?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11) Will PSAP management, prior to activating the system, file with the Commission the written procedures that have been established and are in place, which are referred to in Questions 7, 8 and 9?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12) Will the PSAP have a teletypewriter (TTY) to use in answering calls made by the hearing impaired for each answering position? If not, please elaborate on number of TTY's. Is there a backup TTY unit at each PSAP?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<hr/>		
13) Will the PSAP utilize a TTY PSAP Based Voice Annunciator?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14) Will 9-1-1 be the emergency number for TTY calls?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If not, what telephone number will be utilized? <hr/>		
15) Will adequate training be provided to PSAP personnel in the use of TTY's?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16) Do you have any dedicated 7 digit lines used for TTY calls that will be disconnected when 9-1-1 is operated?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17) If so, have arrangements been made to provide an announcement to TTY user's informing them that 9-1-1 should now be dialed for emergencies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18) What response will be initiated by the PSAP for calls where verbal contact can not be established?		
<u>STANDARD RESPONSES PROGRAMMED INTO CML 911</u>		
<u>SYSTEM</u>		
<hr/>		

THE TELEPHONE COMPANY(S) WILL ASSIST YOU IN ANSWERING THESE QUESTIONS

- | | YES | NO |
|--|-------------------------------------|--------------------------|
| 20) Is there a cell site in your area that would result in cellular 9-1-1 calls arriving at your PSAP? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 21) Do you have procedures in place to accept and handle cellular 9-1-1 calls? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 22) What considerations has management made to insure that private residential and private business switch services are provided the same level of 9-1-1 as public agency(s) and telecommunications carrier(s) are providing other end users of the local 9-1-1 System, as required by the Emergency Telephone System Act, 50 ILCS 750.01 et seq.? | | |
| <hr/> | | |
| <hr/> | | |
| <hr/> | | |
| 23) Will the telephone directories that will be affected by the proposed system have 9-1-1 listed as the primary emergency number? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 24) What type of trunking arrangement will be used to provide incoming 9-1-1 trunks? <i>(Please check appropriate item).</i> | | |
| a. <input checked="" type="checkbox"/> Dedicated Directed | | |
| b. <input type="checkbox"/> Tandem | | |
| c. <input type="checkbox"/> Combination of a & b | | |
| 25) Is your selective router being provisioned by the local exchange carrier? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 26) Please provide in detail the features to be provided by your selective router. | | |
| <hr/> | | |
| <hr/> | | |
| <hr/> | | |
| 27) Will 9-1-1 circuits utilize alternate routing per the definition under 83 Illinois Administrative Code, Part 725? | <input type="checkbox"/> | <input type="checkbox"/> |
| 28) Will pay phones within the system's boundaries be appropriately placarded and have 9-1-1 coin-free dialling? | <input type="checkbox"/> | <input type="checkbox"/> |
| 29) Will critical telephone equipment be utilized in the PSAP which will not operate properly during or after a power fluctuation or interruption has been experienced? | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, describe the power supply used to prevent a loss of operation. | | |
| <hr/> | | |
| <hr/> | | |
| <hr/> | | |
| 30) On a separate sheet, diagram the trunking arrangement(s) used and the number of 9-1-1 circuits for each switching office to the PSAP. Please label diagram as Exhibit 10, Question. | | |
| 31) Please provide a detailed testing plan that explains specifically how the 911 Network and database will be tested and provide the time frame in which this will be done. | | |

NORCOMM

Public Safety & Security Communications, Inc.

James E. Clark
President

David Keller
Operations Manager

Richard R. Swanson
Executive Director

Randy Kaminsky
Technical Services Manager

March 7, 2006

Mr. Roy McCampbell
3200 Washington Boulevard
Bellwood, Illinois 60104-1984

RE: Final Contract for 911/311 Service

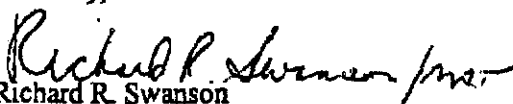
Dear Roy:

Per our discussion, I have updated the base contract price from what was previously supplied to include our insurance increases. I also included the staffing for the 311 Center on a 24/7 basis with the understanding that the cost of the 311 Center will be backed out of the 911 Contract at such time the final 311 Center is completed. We will then separate the 911 and 311 functions into two contract documents.

I hope this meets with your approval but should you have any questions or any changes are required, please do not hesitate to call.

If there are no changes necessary I will deliver two final copies to your office on Wednesday morning 03/08/06.

Sincerely,


Richard R. Swanson
Executive Director

CONTRACT
FOR
COMMUNICATION SERVICE

This Contract is made as of this 8 day of March 2006 between the Village of Bellwood (hereinafter referred to as the "Village"), which is an Illinois municipal corporation and Norcomm Public Safety Communications, Inc. (hereinafter referred to as "Norcomm"), an Illinois corporation.

SECTION I. NORCOMM PUBLIC SAFETY COMMUNICATIONS, INC.
DUTIES UNDER THE CONTRACT:

- 1.1 Commencement of Services:
Norcomm agrees that starting 6th April 2006
Norcomm will perform all communication services for the "Village".
- 1.2 Norcomm will answer all calls for service directed to the "Village" which are received via Norcomm by telephone, remote calling automatic alarms received via the Keltron System (board alarms), fire and trouble, walk-in, radio or other means.
- 1.3 Norcomm will monitor National Weather Service at all times for information regarding local severe weather conditions.
- 1.4 Norcomm after receiving a call for service by any means or information of local severe weather conditions, Norcomm will immediately alert the "Village" by whatever means the "Village" requests. Means of notification may include, but are not limited to "Ring Down" on a dedicated telephone line, telephone, radio, tone paging devices or commercial pagers. Norcomm will also activate the weather warning sirens when needed or requested as per approved policy of the Village of Bellwood.

- 1.5 Norcomm 's 911 Dispatch Center" located at 2600 Mannheim Rd., will contain systems which meet or exceed the "Standard for the Installation, Maintenance and Use of Public Fire Service Communication Systems (current edition). Norcomm will modify or upgrade the Dispatch Center and its systems to continue to meet or exceed any revisions to this Standard, Norcomm will provide radio equipment capable of transmitting on all of the Standard frequencies used by or as requested by the Village during the term of this contract.
- 1.6 Norcomm shall man the Village 311 Center located in the current Village of Bellwood Police facility at 3200 Washington Boulevard with one operator/clerk on a 24/7 basis. This person shall be responsible for handling walk-in traffic, video monitoring of cell/holding areas, area wide video monitoring, leads traffic citation, Filing and other duties as assigned by the Police Chief.
- 1.7 Norcomm will provide radio equipment capable of transmitting and receiving all present and future frequencies used by the "Village" during the term of this contract. Norcomm will monitor the Village's radio frequencies for radio traffic directed to the Village.
- 1.8 Norcomm will follow the written guidelines and standard operating procedures provided by the "Village" for alerting the department, paging, telephone etiquette and prioritization on department calls.
- 1.9 Norcomm will provide a "TTY" or "TDD" machine at the Dispatch Center for the receipt of request for service received by this type of device. The device supplied by Norcomm will meet or exceed specification mandated by the Americans with Disabilities Act.
- 1.10 Norcomm will maintain all records requested by the "Village" regarding communications and alarms. These will include but are not limited to:
 - a. Alarm codes
 - b. Radio log books
 - c. Automatic alarm log book

- d. Audio tapes of all incoming calls and radio messages. Norcomm shall record via an audio taping device all telephone and radio frequencies 24 hours of every day during the term of the Contract. Norcomm shall use one tape for each day of the month. These tape recordings shall be generated in accordance with Illinois law and shall be kept by Norcomm for a minimum of 30 days after the call is received. Norcomm will not dispose of, destroy or record over, any record requesting the "Village's" service unless at least 30 days have passed since Norcomm received the call. All taped records shall be accessible to the Village of Bellwood at all times upon request from the Chief or his designee.

1.11 Norcomm shall establish a "Board of Advisors" ("Board") to assist in the coordination of the overall function of the Dispatch Center and Norcomm's provision of communication services. This Board shall not have any voting rights within Norcomm but shall serve in an advisory capacity on issues, which concern communications, and dispatching. Norcomm will adhere to all of the operational practices and procedures required by the Board. The Board shall consist of police and fire chiefs whose departments utilize Norcomm for primary dispatch. "Primary Dispatch" shall mean the receiving, prioritization, alerting and record keeping of all requests for services by that department. Norcomm will provide the name of the person at Norcomm who will receive any complaints or concerns about Norcomm's provisions of communication services.

1.12 During the term of this Contract, Norcomm will maintain, in full force and effect, insurance policies written on an incurred loss basis, being of the kind and with the limits designated below and making the "Village" an additional insured party.

- a. Comprehensive General Liability Insurance for property and bodily injury with a \$3,000,000 limit.
- b. Worker's Compensation Insurance, with statutory limits of liability.
- c. Errors and Omissions Insurance, with a \$3,000,000 limit.

All insurance companies issuing policies required herein, shall certify to the "Village" that such policies have been issued with the "Village" listed as an additional insured party and are in force and will remain not materially changed, canceled or annulled except upon thirty (30) days prior written notice to the other party.

SECTION II. THE VILLAGE OF BELLWOOD
DUTIES UNDER THE CONTRACT:

- 2.1 The "Village" will compensate Norcomm for providing communication services for the first year in the amount of \$843,000.00 an estimated 4% increase will be added each year, there after barring any excessive increase in insurance costs.

Commencing _____ 2006, the Village will compensate Norcomm in the amount of \$843,000.00 annually. Payments are due by the 10th of each month in the amount of \$70,250.00.

- 2.2 The "Village" will be responsible for obtaining the service known as "remote calling" which automatically, electronically routes all telephone calls received by the "Village" to the Dispatch Center.
- 2.3 The "Village" will provide all required dedicated telephone lines running between the "Village" and the Dispatch Center.
- 2.4 The "Village" will be responsible for the costs of the telephone lines between the "Village" and Norcomm and the cost of the "remote calling" service.

SECTION III. NORCOMM'S REPRESENTATIONS AND WARRANTIES:

- 3.1 Norcomm, in the delivery of communication services, and in the use and occupancy of its assets and properties wherever located, and in the provision of any services by it, is, and has been, in compliance with all applicable federal, state, local or other governmental laws or ordinances, foreign or domestic (including, but not limited to Federal Communications Regulations, and all laws affecting Civil Rights including the Illinois Human Rights Act requirement regarding sexual harassment policies and the Americans with Disabilities Act) and any order, rule or regulation of any federal, state, local or other governmental agency or body, foreign, or domestic. Norcomm has not received any claims or notices of violation with respect thereto.
- 3.2 Norcomm represents and warrants that it is a corporation which is duly organized, validly existing and in good standing under the laws of the State of Illinois with power and authority to conduct its business as currently conducted and as contemplated by this Contract.
- 3.3 All necessary corporate, regulatory, or other similar action has been taken to authorize and empower Norcomm to execute, deliver and perform this Contract.

SECTION IV. VILLAGE OF BELLWOOD
REPRESENTATIONS AND WARRANTIES:

- 4.1 The Village of Bellwood represents and warrants that it is a body politic and corporate which is an Illinois municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Illinois with power and authority to conduct its business as currently conducted and as contemplated by this Contract.
- 4.2 All necessary corporate, regulatory, or other similar action has been taken to authorize and empower the Village of Bellwood to execute, deliver and perform this Contract.
- 4.3 This Contract constitutes a valid, legal and binding obligation of the "Village" and to the extent permissible by law is enforceable against it in bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights generally and to general principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law.

- 4.4 No proceeding of any kind, including (excepting tax rate objections), but not limited to, litigation, arbitration, judicial or administrative is pending or threatened against or contemplated by the "Village" which if successful would likely have any material adverse effect on the execution, delivery, performance or enforceability of this Contract.

SECTION V. HOLD HARMLESS:

- 5.1 Norcomm agrees to indemnify, defend, and hold the "Village", its agents and employees, harmless from all claims, demands, causes of action, suits, damages, liabilities, costs, liens, fines, penalties, interest, expenses, or demands including without limitation, reasonable attorney's fees and litigation costs incurred by the "Village" in connection with of any action or failure to act by Norcomm, its officers, agents or employees, in connection with the performance of this Contract.
- 5.2 To the extent that the Local Government Tort Immunity Act does not immunize the acts of the "Village" and its employees, the " Village" agrees to indemnify, defend, and hold Norcomm, its agents and employees, harmless from all claims, causes of action, suits, damages, liabilities, costs, liens, fines, penalties, interest, expenses, or demands including without limitation, reasonable attorney's fees and litigation costs, expenses incurred by Norcomm in connection with the defense of any action, suit or proceeding in which it is made a party (or so threatened) by reason of any action of the "Village", its officers, agents or employees, in connection with the performance of this Contract.

SECTION VI. TERM AND TERMINATION:

- 6.1 The term of this Contract shall be for three (3) years beginning _____, 20____. The "Village" may at its option renew this agreement for additional years at a price to be agreed upon between the party's ninety (90) days before the expiration of the Contract.
- 6.2 At any time after one (1) year from the effective date of this Contract, the Contract is terminable at the will of either party upon one ninety (90) days prior written notice.
- 6.3 Termination at any time on sale or assignment: In the event that Norcomm sells, assigns or otherwise alienates its rights under this Contract or is succeeded in the operation of its business by an unrelated third party (for purposes of this Contract "unrelated" means no ownership at all by any entity which has any ownership in Superior or any related or affiliated entities), this Contract is terminable at the will of the Village. The Village shall provide ninety (90) days prior written notice to Norcomm in the event of a termination under this paragraph.
- 6.4 Continuation of service: In the event this Contract is terminated under this Article, Norcomm will continue to provide the "Village" with Communication services for a ninety (90) day period after termination, or until a replacement Communication service provider is located and under contract, whichever is first.

SECTION VII. GENERAL PROVISIONS:

- 7.1 All amendments and modifications to this Contract shall be in writing and shall be mutually agreed to by both parties.
- 7.2 This Contract shall be binding upon and inure to the benefit of the "Village" and Norcomm and their respective successors, assigns, agents, licensees, invitees, and representatives.

- 7.3 All notices and other communications in connection with this Contract shall be in writing, and any notice or other communication hereunder shall be deemed delivered to the addressee thereof when delivered in person at the address set forth below, or six business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, as follows.

All notices regarding Norcomm Public Safety Communications, Inc. hereunder are directed to:

David Keller, General Manager
395 W. Lake St.,
Elmhurst, IL 60126
(630) 530-2991, FAX (630) 530-5099

All notices to the Village of Bellwood are directed to:

Police Chief
Village of Bellwood Police Department
3200 Washington Blvd.
Bellwood, IL 60104
(708) 547-3528, FAX (708) 547-5316

- 7.4 Survival of Norcomm's duties, representations and warranties; pursuant to paragraph 6.4 ante, Norcomm's duties hereunder shall survive the termination of the Contract and all representations and warranties under the Contract shall survive the expiration or earlier termination of the Contract. Any attendant liability for breach of those duties hereunder shall survive any termination of the Contract.
- 7.5 Survival of the "Village's" representations and warranties; the "Village's" duties to pay Norcomm hereunder, shall survive pursuant to paragraph 2.1 ante, and the "Village's" representations and warranties pertaining to that duty to pay shall survive the expiration or earlier termination of the Contract. Any attendant liability for the "Village's" breach of its duty to pay hereunder, shall survive the termination of the Contract.

IN WITNESS, the parties hereto have caused this Contract to be executed by the properly authorized officials of the date and year first written.

Frank A. Pugmire
VILLAGE OF BELLWOOD

3.10.06
TITLE

ATTEST:

Anna M. Moreland

Village Clerk
TITLE

[Signature]
NORCOMM PUBLIC SAFETY COMMUNICATIONS, INC.

B.M.
TITLE

ATTEST
[Signature]
Executive Director
TITLE

DATE: 3/8/06

THE VILLAGE OF BELLWOOD
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER 6-30

**AN ORDINANCE OF THE MAYOR AND VILLAGE BOARD
OF THE VILLAGE OF BELLWOOD
ADOPTING THE NORCOMM CONTRACT**

DR. FRANK A. PASQUALE, Mayor
LENA M. MORELAND, Village Clerk

RONALD NIGHTINGALE
MICHAEL J. CIAVATONE
DR. PHYLISTINE MURPHY
ANNIE N. DELGADO
EDWARD S. LEZZA JR.
M.C. ROBINSON

Village Board

Published in pamphlet form by authority of the Mayor and Village Board of the Village of Bellwood
on March 8, 2006

VILLAGE OF BELLWOOD

Ord. # 6-30

Consent Agenda Item K

Meeting Date: *March 8, 2006*FINAL

SUBJECT: Approve an Ordinance Adopting an Agreement with NORCOM

RECOMMENDATION : We Recommend the Approval of the Ordinance Adopting an Agreement with NORCOM with final review and recommendation by the Village Attorney and Comptroller.

RATIONALE: This Agreement completes the privatization of the 911 Center.

Roy F. McCampbell

Submitted to the Board by: Roy F. McCampbell, Comptroller

Officers' Signatures Required:

[X] Frank A. Pasquale, Village President

Frank A. Pasquale

[X] Lena Moreland, Village Clerk

Lena M. Moreland

Related forms requiring signature: Yes [X] No []

	<i>Yes</i>	<i>NO</i>	<i>Absent</i>	<i>present</i>
Lezza	✓			
Murphy	✓			
Nightingale	✓			
Robinson	✓			
Pasquale				
TOTAL	<i>5</i>		<i>1</i>	

APPROVED by the Mayor on *March 8,* 2005:

Frank A. Pasquale
Dr. Frank A. Pasquale
MAYOR

ATTEST:

Lena M. Moreland
Lena M. Moreland
VILLAGE CLERK

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ORDINANCE NO. 6-30**AN ORDINANCE OF THE MAYOR AND VILLAGE BOARD
OF THE VILLAGE OF BELLWOOD
ADOPTING THE NORCOMM CONTRACT**

WHEREAS, the Village of Bellwood, a home rule community, regularly enters into contracts; and

WHEREAS, the Mayor and Village Board have reviewed and considered the need to adopt the contract with NORCOMM;

WHEREAS, the Mayor and Village Board wishes to enter into the contract with NORCOMM

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Village Board of the Village of Bellwood, in the exercise of its home rule power as follows:

SECTION 1: That the above-stated Whereas clauses are incorporated as though fully set forth herein.

SECTION 2: That the following contract is approved subject to final review and negotiation by the Village Comptroller and Village Attorney.

BE IT FURTHER ORDAINED, that this Ordinance shall be in full force and effect from and after its passage, approval and publication according to law. The Village Clerk is authorized and directed to publish this ordinance in pamphlet form.

	YES	NO	ABSENT	PRESENT
Ciavattone	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Delgado	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>